

Guide for Customers Applying for Use of the Silvadur™ or Intellifresh™ Trademarks

# **SILVADUR™ AND INTELLIFRESH™ PROMOTION AND MERCHANDISING TRADEMARK**

## **Step 1**

**The Customer must possess a Certificate of Compliance (COC) as proof of having completed the LANXESS's Quality Assurance Program.**

Certificate of Compliance (COC) is Complete.

If COC isn't complete, Customer must work with the regional LANXESS sales representative to initiate sample testing with an approved IAC lab.

Upon successful completion of testing, a COC will be issued in the name of, and assigned/sent to the Customer (Licensee Applicant).

## **Step 2**

**Completion and Submission of Trademark License Agreement (TLA) Application by the Customer Applicant**

The Customer emails the completed Trademark Application to their Regional Sales Representative for processing.

TLA will only be processed if document is complete and accurate and valid COC is attached.

The LANXESS Regional Sales Representative will approve and initiate Agreement Drafting.

## **Step 3**

**Customer Review and Acceptance of the Draft Agreement.**

The draft Agreement will be sent to the Customer Applicant.

LANXESS will provide the TLA to the applicant for Applicant's review and acceptance.

The applicant returns the signed copy to LANXESS.

LANXESS will provide customer with a signed version.

## (Optional) Step 4

**Customer requests use of printed or digital Silvadur™ or Intellifresh™ logo, messaging or promotional materials.**

4A. The Customer creates or uses their own packaging/ labels or digital materials (non LANXESS produced materials)

Artwork MUST be sent to the regional LANXESS sales rep for review, revision, and approval.

**\* ALL customer produced packaging/labels or digital content must be reviewed and approved prior to printing/production or use online.**

4B. For a fee, customer requests LANXESS produced Hang-tags or Stickers.

Customer requests Produced Point of Sale Order Form at regional LANXESS Sales Representative.

Customer completes Produced Point of Sale Order Form and sends it back to regional LANXESS Sales Representative for coordination and printing quotes.



**Note:** The Licensee is solely responsible for its compliance with local laws and regulations. Any claims should be reviewed by Licensee's legal department.

**Silvadur™ or Intellifresh™  
Brand Trademark License Application**



**Form must be completed by Brand/Retailer/Marketer of treated article(s) and approved prior to the use of any/all LANXESS produced printed or digital marketing materials or customer produced materials. Valid Certificate of Compliance must be attached with this completed document.**

**Complete all information below:**

Application Date

Licensee Request

Silvadur™

Intellifresh™

Effective Date of  
Trademark Use

New Trademark Request

Trademark Renewal

Amendment to Current Trademark License

Legal name of Licensee

Country or State that Licensee  
is incorporated

Full address of Licensee

Enter name of entity to which  
trademark will be used

Contact name and address for  
Licensee (including email)

Please list countries where  
Silvadur™ or Intellifresh trade-  
marked products will be sold

Brand name and description  
of the company's products  
that will contain the biocide  
and will be authorized to carry  
the Silvadur™ or Intellifresh™  
trademark

Minimum loading level  
required for trademark use:

Silvadur™ minimum of 20ppm; No LANXESS  
antimicrobial exclusivity required.

Intellifresh™ minimum of 30ppm;  
Exclusive use of LANXESS biocide required.  
IACM Odor Evaluation Test required.

Please enter the name of the  
Primary Sourcing contact for  
the treated articles

Please enter the name of  
the Distributor supplying the  
Silvadur™ chemistry

Will a custom design/  
messaging be used on  
customer produced  
package, label, insert  
or online messaging?

Yes

No

**If Yes, please submit package or insert design and copy to your Regional LANXESS Sales Representative for initial review and approval based on Silvadur™ and Intellifresh brand guidelines and regional treated articles regulatory compliance.**



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<https://intellifresh.com>

**Health and Safety Information:** Appropriate literature has been assembled which provides information concerning the health and safety precautions that must be observed when handling the LANXESS products mentioned in this publication. For materials mentioned which are not LANXESS products, appropriate industrial hygiene and other safety precautions recommended by their manufacturers should be followed. Before working with any of these products, you must read and become familiar with the available information on their hazards, proper use, and handling. This cannot be overemphasized. Information is available in several forms, e.g., material safety data sheets and product labels. Consult your LANXESS Corporation representative or contact the Product Safety and Regulatory Affairs Department at LANXESS.

The manner in which you use and the purpose to which you put and utilize our products, technical assistance and information (whether verbal, written or by way of production evaluations), including any suggested formulations and recommendations are beyond our control. Therefore, it is imperative that you test our products, technical assistance and information to determine to your own satisfaction whether they are suitable for your intended uses and applications. This application-specific analysis must at least include testing to determine suitability from a technical as well as health, safety, and environmental standpoint. Such testing has not necessarily been done by us. Unless we otherwise agree in writing, all products are sold strictly pursuant to the terms of our standard conditions of sale. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. It is expressly understood and agreed that you assume and hereby expressly release us from all liability, in tort, contract or otherwise, incurred in connection with the use of our products, technical assistance, and information. Any statement or recommendation not contained herein is unauthorized and shall not bind us. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. No license is implied or in fact granted under the claims of any patent.

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**Note:** The information contained in this publication is current as of July, 2022. Please contact LANXESS Corporation to determine if this publication has been revised.

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